

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 & 30				1. REQUISITION NUMBER See Block 25		PAGE 1 OF 84	
2. CONTRACT NO. NAS8-02002		3. AWARD/EFFECTIVE DATE SEP 01 2002		4. ORDER NUMBER		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME				b. TELEPHONE NUMBER (No collect calls) ()	
9. ISSUED BY Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812		CODE PS22-P		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input checked="" type="checkbox"/> 8(A) NAICS CODE: 561110 SIZE STANDARD: \$5M		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	
14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP <input type="checkbox"/> RFO				12. DISCOUNT TERMS Net 30 Days <input checked="" type="checkbox"/> 13A. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13B. RATING DO-C9			
15. DELIVER TO CODE				16. ADMINISTERED BY Carol Terrell, 256-544-6710 Carol.Terrell@msfc.nasa.gov		CODE PS22-P	
17a. CONTRACTOR/OFFEROR Mainthia Technologies, Inc., 17535 Rosbough Drive, Suite 200, Cleveland, OH 44130		PPC/STATE CODE PS		CAGE CODE 1PNM8		18a. PAYMENT WILL BE MADE BY CODE RS23 MSFC Accounting Operations Office Marshall Space Flight Center, AL 35812 Automated Invoice Payment Information (256) 544-5566	
TELEPHONE NO: (440) 816-0202							
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Center-Wide Administrative Services, as outlined in the attached Performance Work Statement (PWS)			Minimum	Lot		\$500,000
				Maximum	Lot		\$10,000,000
	(Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA (SEE INDIVIDUAL TASK ORDERS) 1-2-CD-D7142 (1P) 283-10-25-4301-C6-1-00R-000-2529 801/20112 \$0						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 & 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REFERENCE OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5). INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR <i>Hemant Mainthia</i>				31a. UNITED STATES OF AMERICA (Signature of Contracting Officer) <i>Emil L. Posey</i>			
30b. NAME AND TITLE OF SIGNER (Type or print) Hemant Mainthia, President		30c. DATE SIGNED 8/7/02		31b. NAME OF CONTRACTING OFFICER (Type or print) Emil L. Posey		31c. DATE SIGNED 08-29-02	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		37. CHECK NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				38. S/R ACCOUNT NO.		39. S/R VOUCHER NO.	
41c. DATE				42a. RECEIVED BY (Print)		40. PAID BY	
				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)		42d. TOT. CONTAINERS	

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 1449 (10-95)
Prescribed by GSA - FAR (48 CFR) 53.212

EXECUTED COPY _____ OFFICIAL ☒ FMO _____ COM _____

THIS CONTRACT IS AWARDED USING MIDRANGE PROCUREMENT PROCEDURES.

43. SUPPLIES AND/OR SERVICES TO BE FURNISHED

(a) The Contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to furnish Center-wide Administrative ~~Services in accordance with the Performance Work Statement of~~ this contract.

(b) This is a firm-fixed-price, indefinite delivery, indefinite quantity contract. The fully-burdened labor rates listed below are exclusive of profit which will be evaluated separately using the objective performance criteria described in attachments 3 and 4. Work to be performed under this contract will be ordered via individual task orders in accordance with paragraph 44 "Task Ordering Procedures."

(c) The Government's obligation under this contract is limited to payment of the minimum quantity and associated profit for the applicable period covered.

(End of clause)

44. Task Ordering Procedures

(a) The services under this contract shall be ordered in accordance with Federal Acquisition Regulation (FAR) clauses 52.216-18 "Ordering," 52.216-19 "Order Limitations," and as supplemented by this paragraph. The Contracting Officer or his authorized representative shall be responsible for requesting and ordering all services. The Contractor shall not begin any work under this contract prior to receipt of a properly executed task order.

(b) All task orders shall be issued on Optional Form 347 and contain at least the following information:

- Date of Task Order
- Contract Number
- Task Order Number
- Description of Work and Work Breakdown Structure (WBS) reference number(s)
- Total Task Order Price & Potential Profit
- Period of Performance
- Contracting Officer's Name and Signature
- Accounting and Appropriation Data
- Any other Pertinent Order Information

(c) It is the Center's intent to award separate task orders for each major office or directorate and/or source of funding.

As many as 25 separate task orders may be awarded in a given year.

(End of Clause)

45. CONSIDERATION AND PAYMENT

(a) ~~The Contractor shall be paid biweekly for the work~~ called for in the contract as authorized by properly executed task orders. Individual task orders shall contain a payment schedule derived by dividing the total value of the task order by the number of biweekly periods in the specified period of performance. A task order with a total value of \$260,000 and a period of performance of one year would provide for 26 equal payments of \$10,000 ($\$260,000/26$). The Contractor may provisionally invoice for 50% of the potential profit identified on each task order on a monthly basis.

(b) Payments made during a given month shall be considered provisional pending acceptance of that month's status report (DRD 977MA-002).

(c) Contractor invoices shall be submitted in triplicate. A separate invoice shall be submitted for each task order and shall contain the following information:

1. Contract Number/Task Order Number
2. Month/biweekly period/year covered
3. Payment amount specified in Task Order.

(d) Invoices furnished by the Contractor are to be submitted in triplicate to:

George C. Marshall Space Flight Center
MSFC Accounting Operations Office, Attn: RS23
Marshall Space Flight Center, AL 35812

An information copy shall be furnished to the following:

George C. Marshall Space Flight Center
Procurement Office, Attn: Carol Terrell/PS22-P
Marshall Space Flight Center, AL 35812

(End of clause)

46. PERIOD OF PERFORMANCE

(a) The period of performance of this contract shall be September 1, 2002, through August 31, 2004. Specific periods of performance shall be issued with each task order.

(b) In the event the Government elects to exercise its option(s) pursuant to the terms of this contract, the period of performance for each option shall be as set forth below:

<u>Option No.</u>	<u>Period of Performance</u>
1	09/01/04 - 08/31/05
2	09/01/05 - 08/31/06
3	09/01/06 - 08/31/07

(End of clause)

47. PLACE OF PERFORMANCE (MSFC 52.237-92) (FEB 2001)

The Contractor shall perform the work under this contract at the George C. Marshall Space Flight Center, Government leased facilities in Huntsville, AL, Government provided space at Rocketdyne, Canoga Park, CA, and at such other locations as may be approved in writing by the Contracting Officer.

(End of clause)

**48. OPTION TO EXTEND THE TERM OF THE CONTRACT (52.217-9)
(MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor prior to the expiration of the current period of performance provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

**49. SPECIAL 8(a) CONTRACT CONDITIONS (52.219-11) (FEB 1990)
(DEVIATION)**

(a) This contract is issued as a direct award between the contracting activity and the 8(a) Contractor pursuant to a Memorandum of Understanding between the Small Business Administration (SBA) and the National Aeronautics and Space Administration. Accordingly, the SBA is not a party to this contract. SBA does retain responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) Contractor under the 8(a) program. The cognizant SBA district office is:

Cleveland District Office
111 Superior Avenue, Suite 630
Cleveland, Ohio 44114-2507

(b) The contracting activity is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract; provided, however, that the contracting activity shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting activity shall also coordinate with the SBA prior to processing any novation agreement. The contracting activity may assign contract administration functions to a contract administration office.

(c) The Contractor agrees:

(1) to notify the Contracting Officer, simultaneous with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Public Law 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership and control.

(2) it will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

(End of clause)

50. LIMITATIONS ON SUBCONTRACTING (52.219-14) (DEC 1996)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work ~~for at least 50 percent of the cost of manufacturing the~~ supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

(End of clause)

**51. CONTRACTOR EMPLOYEE BADGING AND EMPLOYMENT TERMINATION
CLEARANCE (MSFC 52.204-90) (NOV 1999)**

(a) It is anticipated that performance of the requirement of this contract will require employee access to and picture badging by the Marshall Space Flight Center. Contractor requests for badging of employees shall be by MSFC Form 1739, "Contractor Badge/Decal Application." Requests for badging shall be submitted to the attention of the appointed Contracting Officer Technical Representative for completion and approval prior to processing by the MSFC Protective Services Department.

(b) The Contractor shall establish procedures to ensure that each badged employee is properly cleared in accordance with MSFC Form 383-1, "Contractor Employee Clearance Document," prior to finalization of employment termination.

(c) Requests for copies of MSFC Forms 383-1 and 1739 shall be directed to the MSFC, Protective Services Department, Marshall Space Flight Center, Alabama 35812.

(End of clause)

52. TECHNICAL DIRECTION (1852.242-70) (SEP 1993)

(a) Performance of the work under this contract is subject to the written technical direction of the Contracting Officer Technical Representative (COTR), who shall be specifically appointed by the Contracting Officer in writing in accordance

with NASA FAR Supplement 1842.270. "Technical direction" means a directive to the Contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the Contractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry ~~regarding matters within the general tasks and requirements in~~ Section C of this contract.

(b) The COTR does not have the authority to, and shall not, issue any instruction purporting to be technical direction that--

(1) Constitutes an assignment of additional work outside the statement of work;

(2) Constitutes a change as defined in the changes clause;

(3) Constitutes a basis for any increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;

(4) Changes any of the expressed terms, conditions, or specifications of the contract; or

(5) Interferes with the contractor's rights to perform the terms and conditions of the contract.

(c) All technical direction shall be issued in writing by the COTR.

(d) The Contractor shall proceed promptly with the performance of technical direction duly issued by the COTR in the manner prescribed by this clause and within the COTR's authority. If, in the Contractor's opinion, any instruction or direction by the COTR falls within any of the categories defined in paragraph (b) of this clause, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 5 working days after receiving it and shall request the Contracting Officer to take action as described in this clause. Upon receiving this notification, the Contracting Officer shall either issue an appropriate contract modification within a reasonable time or advise the Contractor in writing within 30 days that the instruction or direction is--

(1) Rescinded in its entirety; or

(2) Within the requirements of the contract and does not constitute a change under the changes clause of the contract, and that the Contractor should proceed promptly with its performance.

(e) A failure of the contractor and contracting officer to agree that the instruction or direction is both within the requirements of the contract and does not constitute a change under the changes clause, or a failure to agree upon the contract action to be taken with respect to the instruction or direction, shall be subject to the Disputes clause of this contract.

(f) Any action(s) taken by the contractor in response to any direction given by any person other than the Contracting Officer or the COTR shall be at the Contractor's risk.

(End of clause)

**53. INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (1852.245-71)
(JUN 1998)**

(a) The Government property described in the clause at 1852.245-77, List of Installation-Accountable Property and Services, shall be made available to the Contractor on a no-charge basis for use in performance of this contract. This property shall be utilized only within the physical confines of the NASA installation that provided the property. Under this clause, the Government retains accountability for, and title to, the property, and the Contractor assumes the following user responsibilities:

The Contractor shall retain responsibility for notifying cognizant property custodians of all changes in status associated with installation-provided property. All equipment users shall (1) report any missing or untagged (meeting the criteria for control) property to the cognizant property custodian; (2) notify the cognizant property custodian, supervisor, and the Installation Security Officer immediately if theft, damage, or loss of Government property is suspected; (3) ensure that installation-provided property is used only in pursuit of approved NASA programs and projects, or as otherwise authorized; (4) identify property not being actively used in pursuit of approved programs and projects; and (5) ensure that property is turned in to the Property Disposal Officer through the cognizant property custodian when no longer needed. Under no circumstances will the Contractor dispose of installation property.

The contractor shall establish and adhere to a system of written procedures for compliance with these user responsibilities. Such procedures must include holding employees liable, when appropriate, for loss, damage, or destruction of Government property.

(b)(1) The official accountable recordkeeping, physical inventory, financial control, and reporting of the property subject to this clause shall be retained by the Government and accomplished by the installation Supply and Equipment Management Officer (SEMO) and Financial Management Officer. If this contract provides for the contractor to acquire property, title to which will vest in the Government, the following additional procedures apply:

(i) The contractor's purchase order shall require the vendor to deliver the property to the installation central receiving area;

(ii) The contractor shall furnish a copy of each purchase order, prior to delivery by the vendor, to the installation central receiving area:

(iii) The contractor shall establish a record of the property as required by FAR 45.5 and 1845.5 and furnish to the Industrial Property Officer a DD Form 1149 Requisition and Invoice/Shipping Document (or installation equivalent) to transfer accountability to the Government within 5 working days after receipt of the property by the contractor. The contractor is accountable for all contractor-acquired property until the property is transferred to the Government's accountability.

(iv) Contractor use of Government property at an off-site location and off-site subcontractor use require advance approval of the contracting officer and notification of the SEMO. The contractor shall assume accountability and financial reporting responsibility for such property. The contractor shall establish records and property control procedures and maintain the property in accordance with the requirements of FAR Part 45.5 until its return to the installation.

(2) After transfer of accountability to the Government, the contractor shall continue to maintain such internal records as are necessary to execute the user responsibilities identified in paragraph (a) and document the acquisition, billing, and disposition of the property. These records and supporting documentation shall be made available, upon request, to the SEMO and any other authorized representatives of the contracting officer.

(End of clause)

**54. LIST OF INSTALLATION-ACCOUNTABLE PROPERTY AND SERVICES
(1852.245-77) (JUL 1997)**

In accordance with the clause at 1852.245-71, Installation-Accountable Government Property, the Contractor is authorized use of the types of property and services listed below, to the extent they are available, in the performance of this contract within the physical borders of the installation which may include buildings and space owned or directly leased by NASA in close proximity to the installation, if so designated by the Contracting Officer.

(a) Office space, work area space, and utilities. Government telephones are available for official purposes only; pay telephones are available for contractor employees for unofficial calls.

(b) General- and special-purpose equipment, including office furniture.

(1) Equipment to be made available is listed in Attachment 6. The Government retains accountability for this property under the clause at 1852.245-71, Installation-Accountable Government Property, regardless of its authorized location.

(2) If the Contractor acquires property, title to which vests in the Government pursuant to other provisions of this contract, this property also shall become accountable to the Government upon its entry into Government records as required by the clause at 1852.245-71, Installation-Accountable Government Property.

(3) The Contractor shall not bring to the installation for use under this contract any property owned or leased by the Contractor, or other property that the Contractor is accountable for under any other Government contract, without the Contracting Officer's prior written approval.

(c) General Office Supplies.

(d) Publications and blank forms stocked by the installation.

(e) Safety and fire protection for Contractor personnel and facilities.

(f) Installation service facilities: None.

(g) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.

(h) Cafeteria privileges for Contractor employees during normal operating hours.

(i) Building maintenance for facilities occupied by Contractor personnel.

(j) Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services shall be provided on-site, as approved by the Contracting Officer.

~~(k) The user responsibilities of the Contractor are defined in paragraph (a) of the clause at 1852.245-71, Installation-Accountable Government Property.~~

(End of clause)

55. ASBESTOS MATERIAL (MSFC 52.223-90) (MAR 1993)

During performance of this contract, Contractor personnel performing work in MSFC buildings may come in contact with materials containing asbestos. MSFC buildings 4200, 4201, 4202, 4663, and 4666 are of special concern since they are known to contain a sprayed-on fire insulation on or above the ceiling, usually located on the metal or concrete structure of the buildings. These buildings and all other MSFC buildings may contain asbestos in floor tile, pipe and lagging insulation, exterior siding, roofing felt, and many other building materials. Prior to disturbing suspected asbestos material in any manner, the Contractor shall notify representative of the Environmental Health Office, an office within the MSFC Medical Center, for guidance. Contractor shall be responsible for ensuring that all Contractor personnel working on-site are made aware of and comply with this clause.

(End of clause)

56. EMERGENCY EVACUATION PROCEDURES (1852.237-70) (DEC 1988)

The contractor shall assure that its personnel at Government facilities are familiar with the functions of the Government's emergency evacuation procedures. If requested by the Contracting Officer, the Contractor shall designate an individual or individuals as contact points to provide for efficient and rapid evacuation of the facility if and when required.

(End of clause)

57. EXCLUDED FUNCTIONS AND RESPONSIBILITIES

Functions and responsibilities directly involved or associated with the management of any MSFC Department or office are expressly excluded from this contract. Any instructions, directives, or orders issued under this contract involving such

MSFC management functions and responsibilities shall be null and void. The following activities are representative of the excluded functions and responsibilities that cannot be provided by the Contractor for the Government:

- Policymaking or management of MSFC operations;
- ~~Program or project management;~~
- Technical management of Government contracts;
- MSFC management planning, programming (including preparation of scopes of work and/or procurement requests for items to be contracted for by MSFC), budgeting, review, and analysis;
- Government purchasing, contracting, contract administration, acceptance of materials and/or performance, and pay and accounting thereof;
- Direction or supervision of other Government Contractors or Government agencies, or otherwise acting as an agent to obligate or commit MSFC in any capacity;
- Clerical and other administration-type functions required to be performed by civil service personnel; and
- Supervision of Government employees.

(End of clause)

**58. OMBUDSMAN (1852.215-84) (JUN 2000) (ALTERNATE I)
(JUN 2000)**

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and contractors during the preaward and postaward phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the contracting officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution.

(b) If resolution cannot be made by the contracting officer, interested parties may contact the installation ombudsman, Axel

Roth, National Aeronautics and Space Administration, George C. Marshall Space Flight Center/DE01 Marshall Space Flight Center, AL 35812, Telephone number: (256) 544-0451 Facsimile number: (256) 544-5590 E-mail address: Axel.Roth@msfc.nasa.gov

Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the NASA ombudsman, the Director of the Contract Management Division, at 202-358-0422, facsimile 202-358-3083, e-mail sthompson1@hq.nasa.gov. Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the contracting officer or as specified elsewhere in this document.

(c) If this is a task or delivery order contract, the ombudsman shall review complaints from contractors and ensure they are afforded a fair opportunity to be considered, consistent with the procedures of the contract.

(End of clause)

**59. STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (52.222-42)
(MAY 1989)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It is not a Wage Determination

(a) Employee Class

<u>Classification:</u>	<u>Grade:</u>	<u>Hourly Rate:</u>
Coordinator/Personnel	GS-12	\$27.48
Computer Based Trainer	GS-09	\$11.18
Education Specialist	GS-12	\$27.48
General Clerk II	GS-02	\$9.00
General Clerk III	GS-03	\$9.96
General Clerk IV	GS-04	\$11.18
Order Clerk II	GS-03	\$9.96
Personnel Assistant Lead	GS-06	\$13.94
Personnel Assistant II	GS-04	\$11.18
Personnel Assistant III	GS-05	\$12.51

Personnel Management Spec.	GS-12	\$27.48
Technical Coordinator/Security	GS-06	\$13.94
Technical Coordinator/Facility	GS-06	\$13.94
Technical Coordinator/Admin.	GS-06	\$13.94
Technical Writer/Human Resources	GS-11	\$22.93

(b) (applicable to all classifications)

(1) Health and Insurance

Life, accident and health insurance and sick leave programs, 22 percent of basic hourly rate.

(2) Holidays

- a. New Year's Day
- b. Martin Luther King's Birthday
- c. Presidents Day
- d. Memorial Day
- e. Independence Day
- f. Labor Day
- g. Columbus Day
- h. Veteran's Day
- i. Thanksgiving Day
- j. Christmas Day

(3) Vacation or Paid Leave

- a. 2 hours of annual leave each week for an employee with less than three years of service.
- b. 3 hours of annual leave each week for an employee with three but less than fifteen years of service.
- c. 4 hours of annual leave each week for an employee with fifteen or more years of service.

(4) Retirement

1 - ½ percent of basic hourly rate plus Thrift Savings Plan plus Social Security.

The Offeror will explain any exceptions (including deviations and conditional assumptions) taken with respect to this RFO. Any exceptions must contain sufficient amplification and justification to permit evaluation. Such exceptions will not, of themselves, automatically cause an offer to be termed unacceptable. A large number of exceptions, or one or more significant exceptions not providing any obvious benefit to the Government may, however result in rejection of such offer(s) as unacceptable. Highlight exceptions in the margin of the offer where they appear in the text.

(End of clause)

**60. SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION
TECHNOLOGY RESOURCES (1852.204-76) (JULY 2002)**

(a) The Contractor shall be responsible for Information Technology security for all systems connected to a NASA network or operated by the Contractor for NASA, regardless of location. This clause is applicable to all or any part of the contract that includes information technology resources or services in which the Contractor must have physical or electronic access to NASA's sensitive information contained in unclassified systems that directly support the mission of the Agency. This includes information technology, hardware, software, and the management, operation, maintenance, programming, and system administration of computer systems, networks, and telecommunications systems. Examples of tasks that require security provisions include:

(1) Computer control of spacecraft, satellites, or aircraft or their payloads;

(2) Acquisition, transmission or analysis of data owned by NASA with significant replacement cost should the contractor's copy be corrupted; and

(3) Access to NASA networks or computers at a level beyond that granted the general public, e.g. bypassing a firewall.

(b) The Contractor shall provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract. The plan shall describe those parts of the contract to which this clause applies. The Contractor's IT Security Plan shall be compliant with Federal laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 et seq.) and the Government Information Security Reform Act of 2000. The plan shall meet IT security requirements in accordance with Federal and NASA policies and procedures that include, but are not limited to:

(1) OMB Circular A-130, Management of Federal Information Resources, Appendix III, Security of Federal Automated Information Resources;

(2) NASA Procedures and Guidelines (NPG) 2810.1, Security of Information Technology; and

(3) Chapter 3 of NPG 1620.1, NASA Security Procedures and Guidelines.

(c) Within 45 days after contract award, the contractor shall submit for NASA approval an IT Security Plan. This plan must be consistent with and further detail the approach contained in the offeror's proposal or sealed bid that resulted in the ~~award of this contract and in compliance with the requirements~~ stated in this clause. The plan, as approved by the Contracting Officer, shall be incorporated into the contract as a compliance document.

(d) (1) Contractor personnel requiring privileged access or limited privileged access to systems operated by the Contractor for NASA or interconnected to a NASA network shall be screened at an appropriate level in accordance with NPG 2810.1, Section 4.5; NPG 1620.1, Chapter 3; and paragraph (d) (2) of this clause. Those Contractor personnel with non-privileged access do not require personnel screening. NASA shall provide screening using standard personnel screening National Agency Check (NAC) forms listed in paragraph (d) (3) of this clause, unless contractor screening in accordance with paragraph (d) (4) is approved. The Contractor shall submit the required forms to the NASA Center Chief of Security (CCS) within fourteen (14) days after contract award or assignment of an individual to a position requiring screening. The forms may be obtained from the CCS. At the option of the government, interim access may be granted pending completion of the NAC.

(2) Guidance for selecting the appropriate level of screening is based on the risk of adverse impact to NASA missions. NASA defines three levels of risk for which screening is required (IT-1 has the highest level of risk):

(i) IT-1 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause very serious adverse impact to NASA missions. These systems include, for example, those that can transmit commands directly modifying the behavior of spacecraft, satellites or aircraft.

(ii) IT-2 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause serious adverse impact to NASA missions. These systems include, for example, those that can transmit commands directly modifying the behavior of payloads on spacecraft, satellites or aircraft; and those that contain the primary copy of "level 1" data whose cost to replace exceeds one million dollars.

(iii) IT-3 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause significant adverse impact to NASA missions. These systems include, for example, those that interconnect with a NASA network in a way that exceeds access by the general public, such as bypassing firewalls; and systems operated by the contractor for NASA whose function or data has substantial cost to replace, even if these systems are not interconnected with a NASA network.

(3) Screening for individuals shall employ forms appropriate for the level of risk as follows:

(i) IT-1: Fingerprint Card (FC) 258 and Standard Form (SF) 85P, Questionnaire for Public Trust Positions;

(ii) IT-2: FC 258 and SF 85, Questionnaire for Non-Sensitive Positions; and

(iii) IT-3: NASA Form 531, Name Check, and FC 258.

(4) The Contracting Officer may allow the Contractor to conduct its own screening of individuals requiring privileged access or limited privileged access provided the Contractor can demonstrate that the procedures used by the Contractor are equivalent to NASA's personnel screening procedures. As used here, equivalent includes a check for criminal history, as would be conducted by NASA, and completion of a questionnaire covering the same information as would be required by NASA.

(5) Screening of contractor personnel may be waived by the Contracting Officer for those individuals who have proof of--

(i) Current or recent national security clearances (within last three years);

(ii) Screening conducted by NASA within last three years; or

(iii) Screening conducted by the Contractor, within last three years, that is equivalent to the NASA personnel screening procedures as approved by the Contracting Officer under paragraph (d)(4) of this clause.

(e) The Contractor shall ensure that its employees, in performance of the contract, receive annual IT security training

in NASA IT Security policies, procedures, computer ethics, and best practices in accordance with NPG 2810.1, Section 4.3 requirements. The contractor may use web-based training available from NASA to meet this requirement.

(f) The Contractor shall afford NASA, including the Office of Inspector General, access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection, investigation and audit to safeguard against threats and hazards to the integrity, availability and confidentiality of NASA data or to the function of computer systems operated on behalf of NASA, and to preserve evidence of computer crime.

(g) The Contractor shall incorporate the substance of this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.

(End of clause)

61. HAZARDOUS MATERIAL REPORTING (MSFC 52.223-91) (FEB 2001)

(a) If during the performance of this contract, the Contractor brings any hazardous materials (hazardous as defined under the latest version of Federal Standard No. 313, including revisions adopted during the term of the contract) on-site to the Marshall Space Flight Center, a completed MSFC Form 4099 (MSFC Hazardous Material Input Sheet) shall be immediately forwarded to the address on the form. The Contractor shall be responsible for ensuring that all Contractor/subcontractor personnel are made aware of and comply with this clause.

(b) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material; or with other clauses regarding hazardous materials which may be contained in the contract.

(End of clause)

62. CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (FAR 52.212-5) (MAY 2002)

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated by reference, to implement

provisions of law or executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755).

(2) 52.233-3, Protest After Award (31 U.S.C. 3553).

~~(b) The Contractor shall comply with the FAR clauses in this paragraph (b), that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:~~

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

 (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).

 (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

 (4)(i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

 (ii) Alternate I of 52.219-5.

 (iii) Alternate II of 52.219-5.

X (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

 (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).

 (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637 (a)(14)).

 (8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

 (ii) Alternate I of 52.219-23.

____ (9) 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

____ (10) 52.219-26, Small Disadvantaged Business Participation Program - Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

X (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

X (12) 52.222-26, Equal Opportunity (E.O. 11246).

X (13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).

X (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

X (15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).

X (16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (E.O. 13126).

____ (17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).

____ (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

X (18) 52.225-1, Buy American Act--Supplies (41 U.S.C. 10a - 10d).

____ (19)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--(41 U.S.C. 10a - 10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

____ (ii) Alternate I of 52.225-3.

____ (iii) Alternate II of 52.225-3.

____ (20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

____ (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

____ (23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).

____ (24) 52.232-33, Payment by Electronic Funds Transfer--
Central Contractor Registration (31 U.S.C. 3332).

X (25) 52.232-34, Payment by Electronic Funds Transfer--
Other Than Central Contractor Registration (31 U.S.C. 3332).

____ (26) 52.232-36, Payment By Third Party (31 U.S.C. 3332).

____ (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

____ (28) (i) 52.247-64, Preference for Privately Owned U.S.-
Flag Commercial Vessels (46 U.S.C. 1241).

____ (ii) Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

X (1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

____ (2) 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (3) 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-47, Service Contract Act (SCA) Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Records. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation:

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by any addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components-

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and other Eligible Veterans (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);

(4) 52.247-64, Preference for Privately - Owned U.S. Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and

(5) 52.222-41, Service Contract Act of 1965, As Amended
(41 U.S.C. 351, et seq.).

63. CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference,
~~with the same force and effect as if they were given in full~~
text. Upon request, the Contracting Officer will make their full
text available.

A. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.212-4 FEB 2002 CONTRACT TERMS AND CONDITIONS -
COMMERCIAL ITEMS

**B. OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS
INCORPORATED BY REFERENCE**

FAR 52.212-3, "Offeror Representations and Certifications", as
completed by the Contractor are hereby incorporated in their
entirety by reference, with the same force and effect as if they
were given in full text.

C. ADDENDA TO FAR 52.212-4

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.203-3 Gratuities (Apr 1984)
52.216-18 Ordering (Oct 1995) (Insert "Sept. 1, 2002"
through "August 31, 2007" in paragraph (a)).
52.216-19 Order Limitations (Oct 1995) (Insert "\$250,000",
"\$5,000,000", "\$5,000,000", "5" and "5" in
paragraphs (a), (b) (1), (b) (2), (b) (3), and
(d), respectively).
52.219-18 Notification of Competition Limited to Eligible
8(a) Concerns (Jun 1999)
52.223-5 Pollution Prevention and Right-to-Know Information
(Apr 1998)
52.228-5 Insurance-Work on a Government Installation
(Jan 1997)
52.232-17 Interest (Jun 1996)
52.237-2 Protection of Government Buildings, Equipment, and
Vegetation (Apr 1984)
52.237-3 Continuity of Services (Jan 1991)
52.245-2 Government Property (Fixed-Price Contracts)
(Dec 1989)
52.246-4, Inspection of Services - Fixed-Price (Aug 1996)
52.247-34 F.O.B. Destination (Nov 1991)
52.253-1 Computer Generated Forms (Jan 1991)

NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

1852.204-74 Central Contractor Registration (May 2002)
1852.219-74 Use of Rural Area Small Businesses (Sep 1990)
1852.219-76 NASA 8 Percent Goal (Jul 1997)
1852.223-70 Safety and Health (Apr 2002)
1852.223-75 Major Breach of Safety or Security (Feb 2002)

1852.228-75 ~~Minimum Insurance Coverage (Oct 1988)~~
1852.232-77 Limitation of Funds (Fixed-Price Contract)
(March 1989)
1852.242-72 Observance of Legal Holidays (Aug 1992) -
Alternate II (Oct 2000)
1852.243-71 Shared Savings (Mar 1997)

LIST OF ATTACHMENTS

<u>Attachment No.</u>	<u>Description</u>	<u>Pages</u>
1	Performance Work Statement	A-1-1 - A-1-9
2	Data Procurement Document	A-2-1 - A-2-19
3	Profit Assessment Plan	A-3-1 - A-3-3
4	Performance Requirements Summary	A-4-1 - A-4-1
5	Applicable Regulations, Procedures, and Documents	A-5-1 - A-5-3
6	Installation-Provided Property and Services	A-6-1 - A-6-1
7	Wage Determination	A-7-1 - A-7-17
8	IDIQ Task Order Process	A-8-1 - A-8-2
9	Safety Performance Evaluation	A-9-1 - A-9-4